



County of San Bernardino

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STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC		Dept. CIP	A	Contract Number	
County Department Architecture & Engineering				Dept. CIP	Orgn. 4610	Contractor's License No.		
County Department Contract Representative Cindy Jones				Telephone 387-5275		Total Contract Amount \$19,500.00		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code			Contract Start Date		Contract End Date		Original Amount \$19,500.00	Amendment Amount
Fund CJV	Dept. CIP	Organization 4610 430	Appr. 4030	Obj/Rev Source		GRC/PROJ/JOB No.	Amount \$19,500.00	
Project Name Glen Helen Rehabilitation Center Bakery Addition Project #40610 2G				Estimated Payment Total by Fiscal Year				
				FY 04	Amount \$19,500.00	I/D I	FY	Amount I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Bojorquez & Associates, Inc.

hereinafter called Architect

Address

18242 McDurmott West, Suite E

Irvine, CA 92614

Telephone

(949) 252-1244

Federal ID No. or Social Security No.

33-0268747

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1. THE PROJECT

1.1 Architect's Scope of Work

County does hereby engage Architect to perform for the County under the terms and conditions in this Contract all architectural services relative to the design and construction administration of the Glen Helen Rehabilitation Center Bakery Addition per the County's Request for Proposal and Construction Scope of Work dated March 18, 2004 (the Project). The Construction Scope of Work shall be incorporated into this Contract in its entirety. (See Attachment A, Construction Scope of Work.) Architect shall not perform any services not specifically provided for in Attachment A, Construction Scope of Work, without prior approval of County as set forth in Article 6, Extra Services of Architect.

1.2 Budget

The Construction Budget as determined by County is One Hundred Forty Five Thousand Dollars (\$145,000). The County, in its sole discretion, reserves the right to change the Construction Budget.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

1.3 Schedule of Services

- a. It is understood and agreed that time is of the essence for this Contract. Within seven (7) calendar days after the execution of this Contract, Architect shall prepare and submit for approval to County a detailed schedule showing the order in which Architect proposes to carry on its work. The schedule shall apply to the completion of all services listed hereunder within the time established by the Contract. The schedule shall be in the form of a progress chart so as to indicate the percentage of work completed at any time. Architect shall, as requested, update the progress schedule and deliver three copies to County.
- b. Architect shall complete all work and services under Article 3.2, Pre-Design Services, within seven (7) calendar days after receipt of written authorization by County to proceed with Pre-Design Services.
- c. Architect shall complete all work and services required under Article 3.3, Schematic Design Services, within seven (7) calendar days after receipt of written authorization by County to proceed with Schematic Design Services.
- d. Architect shall complete all work and services required under Article 3.4, Design Development Services, within seven (7) calendar days after receipt of written authorization by County to proceed with Design Development Services.
- e. Architect shall complete all work and services required under Article 3.5, Construction Document Services, within sixty (60) calendar days after receipt of written authorization by County to proceed with Construction Document Services.
- f. The time frames above include the normal and reasonable times for County reviews.
- g. The time during which Architect is delayed in the work by acts of the County or its employees, or those under contract to County, or by act of God, or other cause which Architect could not have foreseen and provided for, and which is not due to any fault or negligence on the part of Architect, shall be added to the time of completion of the work and Architect shall not be liable for any damages as a result of such delay.

1.4 Architect's Fee

- a. County agrees to pay Architect a total fixed fee of Nineteen Thousand Five Hundred Dollars (\$19,500.00) for all services (and related expenses) described in this Contract, including but not limited to the services set forth in Article 3, Basic Services of Architect. The compensation payment schedule is specified in Article 4, Compensation.
- b. If the scope of the Project is revised, the fee for Basic Services and the schedule shall be revised by negotiation between the County and Architect and approved by the Board.
- c. If County fails to authorize Architect to proceed with any portion of this Contract for a period of six months beyond the normal time to proceed with any portion, except as described in Article 10, Termination or Suspension of Contract, County and Architect shall renegotiate Architect's fees under this Contract. If no Agreement can be reached, this Contract shall be terminated under the provisions of Article 10, Termination or Suspension of Contract.

ARTICLE 2. DEFINITIONS

For all purposes of this Contract, the following definitions shall apply:

- 2.1 Appropriate Authorities - Any private, local, municipal, county, state, regional, or federal authority, public utility or other agency.
- 2.2 Approved Final Construction Cost Estimate - The estimate of construction cost approved by the County at the time the completed drawings, details and specifications are approved by the County.
- 2.3 Architect - Consultant hired by County, based on competence and related experience, to perform the work described herein.
- 2.4 Architecture & Engineering Department (or Department) - The Department of the County authorized by the Board to administer this Contract.
- 2.5 Board - Board of Supervisors of the County of San Bernardino.
- 2.6 Construction Budget - Funding in place, for the complete construction of the Project, as established by the County.
- 2.7 Construction Site Representative (Inspector) - The County Employee responsible to the Project Manager for the inspection of the construction work, on a part time basis.
- 2.8 Construction Contract Documents - Standard Construction Contract and all Project documents designated in the construction contract as part of the construction contract, including working drawings, addenda, specifications, general conditions, and special conditions of the construction contract.
- 2.9 Construction Documents - All services relative to drawings, specifications, estimates, and other data more fully described in Article 3.5, Construction Document Services, hereof.
- 2.10 County - The County of San Bernardino, and its representatives, as herein stated.
- 2.11 Design Development Documents - All services relative to drawings, specifications, estimates, and other data more fully described in Article 3.4, Design Development Services, hereof.
- 2.12 Director - Director of the Architecture & Engineering Department, County of San Bernardino.
- 2.13 Itemized Categories of Work - Those applicable and specific categories of work necessary for completion of construction of the Project including, but not limited to: demolition, site preparation, earthwork and grading, general construction items, sewer, gas, water, plumbing, storm drains, electrical, on-site improvements, off-site improvements, landscaping and irrigation.
- 2.14 Project Architect - Person, designated by Architect and approved by County, responsible for Architect's work.
- 2.15 Project Construction Cost Estimate - The Architect's dated, itemized estimate, including the Itemized Categories of Work, of the entire Project's current cost, escalated to the proposed mid point of construction.
- 2.16 Project Manager - The County Employee, designated by the Director, responsible for the administration of the contract.
- 2.17 Schematic Documents - All services relative to drawings, specifications, estimates, and other data more fully described in Article 3.3, Schematic Design Services, hereof.

ARTICLE 3. BASIC SERVICES OF ARCHITECT

3.1 General Services

The services to be rendered by the Architect shall consist of all such services as customarily performed by an Architect for the design of the Project, specifically including, but not limited to, the following:

- a. Clearly indicate on the plans and in the specifications, the specific contractor license classification required to perform the work in compliance with the State Contractor's License Board.
- b. Process all matters relating to this Project through a single point of contact, the Project Manager.
- c. Consult with authorized employees, agents, and representatives of the County and other agencies having jurisdiction relative to the design and construction of the Project.
- d. Cooperate with other consultants.
- e. Provide recommendations to the Project Manager regarding proposed locations of soil borings and/or excavation pits/trenches for the purposes of the Project site's geotechnical investigation and soils testing.
- f. Make field trips as required to review existing site conditions, and to properly prepare design and construction documents.
- g. Attend design meetings as scheduled by the Department, prepare minutes of meetings, and distribute within three (3) County working days.
- h. Contract for consultants, at Architect's expense, to the extent necessary for design of the Project, including but not limited to, mechanical, electrical, structural and civil engineers, and landscape architects, all licensed or registered as such by the State of California. All plans and specifications shall be prepared by an architect currently licensed by the State of California, and shall be signed and sealed by the architect.
- i. Submit consultant's names for approval by County, for each professional element of service of the Project. Nothing in the foregoing procedure shall create any relation between County and any consultant employed by the Architect under terms of this Contract.
- j. Designate a principal or member of his staff satisfactory to County as the Project Architect who shall, as long as his performance continues to be acceptable to County, remain in charge of the architectural services of the Project from beginning of preliminary design through completion of construction.
- k. Obtain and set forth requirements of Appropriate Authorities, utility companies and other governmental agencies whose jurisdiction affects the design, cost, or construction of the Project.
- l. Prepare plans and specifications in such form as to comply with the latest applicable laws, building codes and ordinances, including but not limited to the: Americans with Disabilities Act (ADA); Standard Specifications for Public Works Construction, (latest edition); Public Contract Code; Division 4 of Title I of the Government Code; CAL-OSHA and the Uniform

Building Code (latest edition). All applicable energy requirements shall be met and energy calculations performed.

- m. Advise County of deficiencies in construction of the Project which have developed following the acceptance of the work and prior to expiration of the guarantee period of the Project, and suggest satisfactory methods for corrections for such deficiencies.

3.2 Pre-Design Services

Upon written authorization by Project Manager to proceed with Pre-Design Services, Architect shall:

- a. Finalize Project requirements as described fully in Article 1.1, Architect's Scope of Work. Pre-design services shall include, but not be limited to, the following for County acceptance:
 - 1. Prepare a program addressing all civil, landscape, architectural, structural, mechanical, and electrical Project requirements.
 - 2. Furnish the Project Manager necessary documents and information for the County to use in the processing of the Project's environmental review in compliance with the California Environmental Quality Act ("CEQA").
 - 3. Future needs assessment.
 - 4. Written conceptual cost estimate.
- b. Prepare and submit for County acceptance, five copies of Project program addressing all Project requirements including future needs assessment.

3.3 Schematic Design Services

Upon written authorization by Project Manager to proceed with Schematic Design Services, Architect shall:

- a. In consultation with Project Manager, prepare Schematic Documents, consisting of, but not limited to, the following for County acceptance: (1) site, architectural, structural, mechanical and electrical floor plans, elevations, cross sections and other required drawings; and (2) outline specifications describing the size, character, and quality of the entire Project in its essentials as to kinds and locations of materials, type of structural, mechanical, and electrical systems.
- b. Schematic Documents shall be revised by Architect until an acceptable design concept has been accepted by the Project Manager. Submit five sets of final Schematic Documents to Project Manager for final review and acceptance.
- c. Prepare and submit for acceptance, a written itemized Project Construction Cost Estimate.

3.4 Design Development Services

Upon authorization by the Project Manager to proceed with the Design Development Services, the Architect shall:

- a. Based on the accepted Schematic Documents, prepare plot plans, landscape, irrigation, civil, architectural, structural, mechanical and electrical floor, elevations, cross-sections and other required drawings; and outline specifications describing the size, character, and quality of the

entire Project in its essentials as to kinds and locations of materials, and type of structural, mechanical, and electrical system.

- b. Prepare and submit for acceptance a written, Itemized Project Construction Cost Estimate listing material, labor total costs based on the Design Development Documents.
- c. The information in the Design Development Documents shall be sufficiently complete to cover all matters which will materially affect the cost of the Project.
- d. Revise Design Development Documents to the satisfaction of the Project Manager. Submit five sets of final Design Development Documents to Project Manager for final review and acceptance.

3.5 Construction Document Services

After acceptance of Design Development Documents and Project Construction Cost Estimate and upon receipt of written authorization from the Project Manager to proceed with the preparation of Construction Documents, Architect shall:

- a. Prepare from accepted Design Development Documents, Construction Documents consisting of working drawings and specifications and such standard documents and special requirements as may be furnished by County that set forth in detail the requirements for construction of the entire Project.
- b. Submit for County review and acceptance, five sets of Construction Documents, consisting of working drawings and specifications at the Fifty (50) percent point of completion.
- c. Submit for County review and acceptance, five sets of Construction Documents, consisting of working drawings and specifications at the Ninety-five (95) percent point of completion.
- d. Submit for final County review and acceptance, after obtaining all regulatory agencies' approvals, i.e. Building & Safety, Environmental Health, Planning or other required approvals, five sets of Construction Documents consisting of working drawings and specifications at the One Hundred (100) percent point of completion.
- e. Prepare Construction Documents in full compliance with all applicable building codes, ordinances and other regulatory requirements in force at the time of Contract award.
- f. Prepare Construction Documents in such detail as may be required to obtain competitive bidding for the entire Project or any division of work. Furnish the County at no additional expense one (1) complete set of the bid drawings and specifications. The bid drawings shall be on reproducible transparent vellum with the architect's/engineer's professional stamp and signature and a recorded copy on a compact disc – recordable (CD-R). File format shall be compatible with MS-DOS and AutoCAD 14 software or newer (dwg. file format). The specifications shall be submitted as a reproducible hard copy and a recorded copy on CD-R compatible with MS-DOS and Microsoft Word.
- g. Prepare and submit for County approval a list of movable furniture, panel systems, accessories and other articles not included in the construction contract.
- h. Prepare and submit for County approval a written final Project Construction Cost Estimate upon 100 percent completion of Construction Documents. The Project Construction Cost Estimate shall be itemized including estimates for alternate bid items, in conformance with the

form of proposal intended for bidding purposes. In the event that bids are not solicited within 100 calendar days after the date Architect submits 100 percent complete Construction Documents and final Project Construction Cost Estimate to the Project Manager, the Architect shall upon written direction by the Project Manager revise his final Project Construction Cost Estimate so as to reflect any changes in price due to increase or decrease in construction costs.

- i. Upon written approval by Project Manager of a final approved set of drawings, and final draft, of specifications including all corrections required by Building and Safety, Public Health Department and other regulatory agencies, provide to the Project Manager completed tracings and a complete set of typed specifications on reproducible masters. Reproduction of these documents will be by County.

3.6 Bidding Services

Upon solicitation of bids by County, Architect shall:

- a. Attend the Pre-Bid Meeting as scheduled by the County.
- b. Prepare addenda and clarification documents, interpret Construction Documents and assist County as required. The addenda drawings shall be on reproducible transparent vellum with the architect's/engineer's professional stamp and signature and a recorded copy on a CD-R. File format shall be compatible with MS-DOS and AutoCAD 14 software or newer (dwg. file format). The clarification documents shall be submitted as a reproducible hard copy and a recorded copy on CD-R compatible with MS-DOS and Microsoft Word.
- c. If requested, assist County with review, evaluation, and recommendations for awarding construction contracts.
- d. If the approved final Project Construction Cost Estimate for the Construction Document phase exceeds the Construction Budget by more than ten (10) percent, the County may, at its discretion (1) give written approval of an increase in the Construction Budget, or (2) authorize the soliciting of bids, reserving their rights under paragraph 3.6e below, or (3) require Architect to revise Construction Documents to reduce construction cost to within the Construction Budget.
- e. If the lowest responsible bid received exceeds the Construction Budget by more than 10 percent, the County may, at its discretion, (1) give written approval of an increase in the Construction Budget, or (2) authorize rebidding of the Project within a reasonable time, and require the Architect, at Architect's cost, to revise the scope of the Project or its quality, or both, so as to reduce the Project Construction Cost Estimate and to modify the Project Construction Cost Estimate to within the Construction Budget, or (3) abandon the Project.

3.7 Construction Administration Services

Upon award of construction contract by County, Architect shall provide all the construction administration services set forth below:

- a. Interpret the Contract Documents and furnish four (4) copies, one of which in reproducible form, of all clarification drawings and other documentation required. Prepare, for approval by Project Manager, architectural instruction bulletins that are necessary as a result of such interpretations and/or clarifications. Architectural instruction bulletins may be used by the

County for the solicitation of price quotations from the construction contractor. Analyze price quotations received from the construction contractor for proposed change orders and advise Project Manager as to the acceptability of same.

- b. Make all revisions and changes to the Contract Documents as directed by Project Manager to correct errors, conflicts or omissions.
- c. Make periodic visits (normally bi-weekly) to the Project to review and advise the Project Manager on the progress of the work, the character, scope and detail of construction, the quantity and quality of materials and equipment, and the standard of workmanship conform to the intent of the Architect as expressed in the Contract Documents; attend Project meetings, prepare minutes of such Project meetings and forward to the Project Manager for distribution by the Project Manager. A written report detailing field observations shall be submitted to the Project Manager following each weekly site visit.
- d. Provide technical direction to interpret the Contract Documents and advise the Project Manager of all recommendations as required.
- e. Make prompt recommendations on claims, disputes, and other matters in question between the construction contractor and County relating to the execution or progress of the work or the interpretation of the Contract Documents.
- f. Analyze and advise the Project Manager as to acceptability of test reports, methods, materials, equipment and systems.
- g. Review and advise the Project Manager as to the acceptability of substitutions proposed by construction contractor.
- h. Assist the Project Manager in reviewing and approving all contractor pay requests.
- i. Review and advise the Project Manager as to the acceptability of schedules, shop drawings, laboratory reports, samples, fabrication, erection, and setting drawings, wiring and control diagrams, schedules, list of materials, and equipment and other descriptive data pertaining to materials, equipment or methods of construction.
- j. Assemble and deliver to Project Manager written guarantees, operating and maintenance instructions books, diagrams and charts required of the construction contractor.
- k. Assemble and deliver to Project Manager three (3) copies of a summary report containing information on all approved submittals arranged by technical specification division. The report shall contain, at a minimum, information of types of equipment and/or material, model numbers, sizes, equipment ratings, and product line and color of interior finishes, etc.
- l. Participate in the final inspection of the Project, write punch list, and advise the Project Manager as to the acceptability of work performed by construction contractor.
- m. Promptly after recording the Notice of Completion by the County, furnish the County, at no additional expense to the County, one (1) complete set of permanent mylar transparent reproductions of the as-built tracings and a recorded copy on a compact disc – recordable (CD-R). File format shall be compatible with MS-DOS and AutoCAD 14 software or newer (dwg. file format). The reproducible transparencies and CD-R will be of the final as-built drawings and specifications including such revisions that may have been made in the course

of construction as represented in documentation provided to the Architect or as known by the Architect. Revisions or changes shall be properly annotated on the reproducible transparencies and cross-referenced. Each transparency sheet shall be prominently noted "Record Drawing". Information on reproducible drawings shall not be delegated by the Architect to the construction contractor or any other person.

ARTICLE 4. COMPENSATION

The County shall compensate the Architect as follows:

- 4.1 For the Architect's services (and related expenses) as described in Article 3, Basic Services of Architect, of this Contract, the basis of compensation shall be as follows:
- a. Upon completion of Pre-Design Services phase and approval thereof by Director, payment in the amount of five percent (5%) of the Architect's fixed fee.
 - b. Upon completion of Schematic Design Services phase and approval thereof by Director, payment in the amount sufficient to increase the total amounts paid to the Architect to fifteen percent (15%) of the Architect's fixed fee.
 - c. Upon completion of Design Development Services phase and approval thereof by the Director, payment in the amount sufficient to increase the total amount paid to the Architect to thirty percent (30%) of the Architect's fixed fee.
 - d. Upon fifty percent (50%) completion of the Construction Document Services phase of their work as determined by the Director, payment in the amount sufficient to increase the total amount paid to the Architect to fifty percent (50%) of the Architect's fixed fee.
 - e. Upon completion of the Construction Document Services phase of the work, upon documents being filed as required with all jurisdictional agencies for necessary approvals and permits, payment in the amount sufficient to increase the total amount paid to the Architect to seventy percent (70%) of the Architect's fixed fee.
 - f. Upon completion of corrections to the Construction Documents as required by the appropriate jurisdictional agencies and upon approval by the Director, payment in the amount sufficient to increase the total amount paid to the Architect to eighty percent (80%) of the Architect's fixed fee.
 - g. As construction progresses, payment in the amount sufficient to increase the total amount paid to the Architect to ninety-eight percent (98%) of the Architect's fixed fee, shall be paid in monthly installments in the proportion of the completed Project to the entire Project.
 - h. Upon acceptance by the Board of the completed project construction and approval by the Project Manager of the "Record Drawings", the unpaid balance of the Architect's fixed fee shall be paid.
 - i. All demands for payment under this Contract shall be submitted in quadruplicate to the Project Manager. The demand for payment shall indicate the amount due and the amounts previously paid.
 - j. Payment for Extra Services as described in Article 6, Extra Services of Architect, shall be made only after the Architect provides the County with an agreed upon "not-to-exceed"

amount, as determined by negotiation with the Project Manager and approved by the Board, including all relative costs, prior to the start of any work.

ARTICLE 5. NON-REIMBURSABLE EXPENSES

Rent, utilities, word processing, in-house courier, local telephone charges, office supplies, support staff, local area travel, meal expenses, time spent to provide necessary information for County audits or billing inquiries, and all other expense items related to the provision of Architect's services are included in the not-to-exceed total of Article 1.4a, Architect's Fee and will not be reimbursed by County.

ARTICLE 6. EXTRA SERVICES OF ARCHITECT

- 6.1 All services of Architect's personnel or consultants not specifically provided for in this Contract, including but not limited to Article 3, Basic Services of Architect, shall be considered Extra Services and shall not be paid without the prior approval of County. Extra Services performed, which have not been properly authorized by County, shall all be non-reimbursable. Such Extra Services shall be a gratuitous effort by Architect.
- 6.2 The following Extra Services, when authorized by a written County change authorization, shall be paid for by County as provided in Article 4.1j, Compensation.
- a. Revision to previously approved documents to accommodate changes (excluding corrections of errors, conflicts and/or omissions by Architect, or changes initiated by Architect) when so directed by County, provided, however, that no compensation for extra services shall be paid for revisions which may be requested by County pursuant to Article 3.6d or 3.6e, Bidding Services.
 - b. Preparation of revisions and changes requested by County (excluding corrections of errors and omissions by Architect) or as stated in Article 3.7a, after a construction contract has been awarded.
 - c. Additional services necessary to supervise correction of defects in or damage to the Project (excluding corrections of defects or damage arising from the errors or omissions of Architect).
 - d. Additional services caused by the delinquency or insolvency of construction contractor during or after the guarantee period.
 - e. The service of County approved consultants other than those employed or retained by Architect pursuant to Article 3.1, General Services. Upon written approval by the County, Architect may retain special consultants to investigate the Project and furnish to the Architect a report containing all relevant information. Six (6) copies of said report shall be filed with the Project Manager.
 - f. Preparation of models other than study models made at Architect's option.
 - g. Whenever any documents are changed pursuant to this Article 6, Extra Services of Architect, the Architect shall provide additional copies of the revised documents for review purposes as requested by the Project Manager at County expense. The Director reserves the right to select the type of reproduction and the establishment where said reproduction will be done.
 - h. Additional copies of any documents requested by County, but not including additional copies of any documents required under Article 6.2a thru g.

ARTICLE 7. RECORDS

All records relating to the Architect's personnel, consultants, extra services and reimbursable expenses, pertaining to the Project shall be kept in a generally acceptable accounting format and shall be available to the County upon request, and shall be maintained by Architect for not less than three (3) years after the Notice of Completion is filed.

ARTICLE 8. COUNTY RESPONSIBILITIES

The County is responsible to provide the following:

- 8.1 Project Budget and information relating to facility requirements, and project scheduling.
- 8.2 Soils investigation, topographic survey and recommendations, as deemed necessary by County.
- 8.3 Reproduction of final drawings and specifications for bidding.
- 8.4 Environmental review as required.
- 8.5 Site approval.
- 8.6 Building permits, as required.
- 8.7 Any available construction drawings of similar construction, to assist the Architect in economically accomplishing the design of the facility to the satisfaction of the County.
- 8.8 Necessary bid package document forms.
- 8.9 Construction Site Representative (Inspector) as the County deems necessary.
- 8.10 Notify the Architect in writing of County procedures required and name the County representative authorized to act in its behalf. County shall review documents submitted by the Architect and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.
- 8.11 Nothing in this Agreement nor any act or failure to act on the part of the County shall be construed as a waiver of claim by County for any defects or deficiencies in the plans.

ARTICLE 9. DOCUMENTS

All plans and specifications and other documents prepared by Architect shall become and remain the property of County. Architect and County shall retain reproducible copies of all documents for not less than three (3) years after the Notice of Completion is filed.

ARTICLE 10. TERMINATION OR SUSPENSION OF CONTRACT

- 10.1 County reserves and has the right and privilege of canceling, terminating, suspending or abandoning the contract or the execution of any work in connection with this Contract at any time upon written notice to the Architect. The Architect may terminate this Contract upon 30 days written notice to County, should the County substantially fail to perform in accordance with its responsibilities.

- 10.2 In the event of any termination, all finished and unfinished design and research documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Architect shall, at the option of the County, become the property of the County.
- 10.3 In the event of any termination, County shall pay to Architect as full payment for all services performed and all expenses incurred under this Contract the sum due and payable, plus a pro-rata portion of the next uncompleted phase, if any, as the services actually rendered by the Architect bear to the total services necessary for the full performance of those subsequent tasks. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to completed work, work in progress to complete any incomplete drawings, and other documents, whether delivered to County or in possession of Architect.
- 10.4 It is recognized that County may, at its discretion defer the solicitation of bids. Architect agrees to remain responsible for completion of all professional services under this Contract for a period of one (1) year commencing on the date of submission of the final approved Construction Documents and completion of all services under Article 3, Sections 3.1 through 3.5, Basic Services of Architect. If, at the end of the one (1) year period the County has not proceeded with the solicitation of bids, Architect may, by written notice to the Director, terminate this Contract. It is specifically agreed that the written notice is essential and the one (1) year period shall automatically be extended until receipt of notice.
- 10.5 If, after payment of the amount required to be paid under this Article 10, Termination or Suspension of Contract, following the termination of the Contract, County should decide to complete the original Project, (or substantially the same Project), County shall have the right of utilization of any original tracings, drawings, calculations, specifications, estimates and other documents and research studies prepared under this Contract by Architect who shall make them available to County upon completion and acceptance of the plans and specifications. County agrees to credit Architect with such authorship as may be due him, but is not required to renew the Contract. Should the County choose to complete the Project and not renew the agreement, or make future modifications to the Construction Documents, the County shall indemnify the Architect to the fullest extent of the law.

ARTICLE 11. INDEMNIFICATION

The Architect agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Architect's negligent acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

ARTICLE 12. INSURANCE

- 12.1 Insurance: Without in anyway affecting the indemnity herein provided and in addition thereto, the Architect shall secure and maintain throughout the contract the following types of insurance with limits as shown:
- a. **Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Agreement.

If Architect has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Risk Manager.

With respect to Architects that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance. If the County’s Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
 - c. **Errors and Omissions Liability Insurance** - Combined single limits of \$1,000,000 for errors and omissions and \$3,000,000 in the aggregate. **OR Professional Liability Insurance** - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- 12.2 Additional Named Insured - All policies, except for Workers’ Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- 12.3 Waiver of Subrogation Rights - Except for Errors and Omissions and Professional Liability, Architect shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- 12.4 Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- 12.5 Proof of Coverage - Architect shall immediately furnish certificates of insurance to the County Department administering the contract evidencing insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Architect shall maintain such insurance from the time Architect commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Architect shall furnish certified copies of the policies and all endorsements.
- 12.6 Insurance Review - The above insurance requirements are subject to periodic review by the County. The County’s Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonable priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to required additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk. Any such reduction or waiver for the entire term of the Agreement and any change

requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Architect agrees to execute any such amendment within thirty (30) days of receipt.

ARTICLE 13. SUCCESSORS AND ASSIGNS

- 13.1 This Contract shall be binding upon County and Architect and their respective successors and assigns.
- 13.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Architect without the prior written consent and approval of County.
- 13.3 Death or Incapacity: If the Architect transacts business as an individual, his death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he nor his estate shall have any further right to perform hereunder, and County shall pay him or his estate the compensation payable under Article 4, Compensation, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County be reason of such termination. If there be more than one Architect and any one of them die or become incapacitated and the others continue to render the services covered herein, the County will make payment to those continuing as though there had been no such death or incapacity and the County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Architect herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Architect.

ARTICLE 14. NOTICES

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally, or by facsimile, or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

Architect's address: As shown on page one of this Contract.

COUNTY's address: Architecture & Engineering Department
385 North Arrowhead Avenue
San Bernardino, CA 92415-0184

ARTICLE 15. FEDERAL GRANTS, STATE GRANTS, PARTICIPATION

In the event a federal or state grant or other federal or state financing participates in the funding of this Project, the Architect shall permit federal and state authorities access to and grant the right to examine its books covering its work under this Contract. Architect shall comply with federal and/or state requirements as to work hours, overtime compensation, nondiscrimination, and contingent fees.

ARTICLE 16. NONDISCRIMINATION

In connection with the performance of Architect pursuant to this Contract, Architect will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin. Architect will take action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, ancestry, sex or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 17. WAIVER

Architect shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by Architect, and County may withhold any payments to Architect for the purpose of set-off until such time as the exact amount of damages due County from Architect is determined. The waiver by either party or any breach to this Contract shall not constitute a waiver as to any succeeding breach.

ARTICLE 18. REPRESENTATIVES OF COUNTY

The Director shall represent the County in all matters pertaining to the services to be rendered under this Contract including termination of this contract and shall be the final authority in all matters pertaining to the Project.

ARTICLE 19. ERRORS, OMISSIONS AND/OR CONFLICTS

Architect shall be responsible for the integrity of all design and research studies prepared or approved by Architect and should County suffer damages due to errors, omissions and/or conflicts within the Contract Documents, the Architect shall be responsible to County for costs of all such damages.

ARTICLE 20. FORMER COUNTY OFFICIALS

Architect agrees to provide or has already provided information on former County administrative officials (as defined below) who are employed by or represent Architect. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Architect. For purposes of this provision, "County administrative official" is defined as a member of the Board or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

ARTICLE 21. INACCURACIES OR MISREPRESENTATIONS

If during the course of the administration of this Contract, the County determines that the Architect has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

ARTICLE 22. CONFLICT OF INTEREST

Architect shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Architect shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or

give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, the County may disallow any increase in costs associated with the conflict of interest situation, and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Architect's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

ARTICLE 23. IMPROPER CONSIDERATION

Architect shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

ARTICLE 24. INDEPENDENT CONTRACTOR

The parties hereto, in the performance of this Contract, will be acting in their individual capacities and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other except as defined in this Contract or as mutually agreed to under the terms of this Contract.

ARTICLE 25. VENUE

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Contract, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

ARTICLE 26. ATTORNEY'S FEES AND COSTS

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against the County, including such costs and attorneys' fees payable under Article 11 INDEMNIFICATION.

ARTICLE 27. JURY TRIAL WAIVER

Architect and County hereby waive their respective right to trial by jury and agree to accept trial by judge alone of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Architect against County or County against Consultant on any matter whatsoever arising out of, or in any way connected with, this Contract, the relationship of Architect and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

ARTICLE 28. LAW

This Contract shall be construed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Board and the Architect have caused this Contract to be subscribed by their duly authorized officers on their behalf.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Bojorquez & Associates, Inc.
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Al J. Bojorquez
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 18242 McDermott West, Suite E
Irvine, CA 92614

Approved as to Legal Form

►
REX HINESLEY, Chief Deputy County Counsel

Date April 20, 2004

Reviewed by Contract Compliance

►

Date _____

Presented to BOS for Signature

►
Department Head

Date _____